REMARKS

Reconsideration and allowance of this application are respectfully requested.

Currently, claims 1-42 are pending in this application.

Acknowledgement of Receipt of Certified Copies of Priority Documents:

Form PTOL-326 acknowledges Applicant's claim for foreign priority under 35

U.S.C. §119. Applicant respectfully requests that the next Office Action also

acknowledge receipt of copies of certified copies of the priority documents in this

national stage application from the International Bureau (IB). For example, Applicant

requests that box 12(a)(3) on Form PTOL-326 be checked so that there is no doubt that

the copies of certified copies of the priority documents have been received.

Rejections Under 35 U.S.C. §112:

Claim 15 was rejected under 35 U.S.C. §112, first paragraph, as allegedly failing

to comply with the written description requirement. In particular, the Office Action

alleged that there was no adequate written description of "nonce value." Claim 15 was

also rejected under 35 U.S.C. §112, second paragraph, as allegedly being indefinite. In

particular, the Office Action held that the word "nonce" failed to comply with the

requirement of 35 U.S.C. §112, second paragraph.

Applicant respectfully traverses these rejections of claim 15. As noted by the

Office Action, page 15, line 26 to page 16, line 3 of the originally-filed specification

provides a detailed description of "nonce values." In addition to these specifically

identified portions of the originally-filed specification, page 19 of the originally-filed

specification further states "the nonce value is a security mechanism used by all the

involved parties to uniquely identify the multimedia session." The term "nonce" is well

known in the art. For example, in relation to cryptographic protocols and the like, a

nonce is a number, value or string that is intended to be used and then discarded. See, for

example, the filing (albeit more context-specific) definition taken from IETF RFC 2617-

HTTP Authentication: Basic and Digest Access Authentication, June 1999

(http://www.ietf.org/rfc/rfc2617.txt): "nonce: A server-specified data strong which

should be uniquely generated each time a 401 response is made...." Applicant therefore

respectfully submits that the term "nonce" is understood by those skilled in the art, and

thus respectfully requests that the rejections of claim 15 under 35 U.S.C. §112, first and

second paragraphs, be withdrawn.

Claim 4 was rejected under 35 U.S.C. §112, second paragraph, since the

limitation "the step of communicating charging policy" had an insufficient antecedent

basis. Applicant has editorially amended claim 4 to overcome this rejection.

Rejections Under 35 U.S.C. §102 and §103:

Claims 1-18 were rejected under 35 U.S.C. §102(a) as allegedly being anticipated

by Snelgrove (US '592). Applicant respectfully traverses this rejection.

First, the rejections of claims 3, 6, 11, 14 and 15 under 35 U.S.C. §10$\underline{2}$ in view of

Snelgrove is clearly erroneous since section 9 of the Office Action explicitly admits that

Snelgrove fails to disclose certain limitations required by claims 3, 14 and 15 and section

10 of the Office Action explicitly admits that Snelgrove fails to disclose certain

limitations required by claims 6 and 11.

Anticipation under Section 102 of the Patent Act requires that a prior art reference

disclose every claim element of the claimed invention. See, e.g., *Orthokinetics, Inc. v.*

Safety Travel Chairs, Inc., 806 F.2d 1565, 1574 (Fed. Cir. 1986). Snelgrove fails to disclose every claim element of the claimed invention. For example, Snelgrove fails to disclose "wherein said messages exchanged in respect of the establishment of at least one trust relationship and said messages exchanged in respect of the establishment of a session description are exchanged using the same signaling protocol," as required by independent claim 1 and its dependents. Similar comments apply to independent claims 7, 9 and 12.

The invention of claim 1 thus requires that the messages exchanged in respect of the establishment of a trust relationship and the messages exchanged in respect of the establishment of a session description *are exchanged using the same signaling protocol.* This claimed feature is supported by, for example, the paragraph bridging pages 2 and 3 of the originally-filed specification (in particular, lines 29 to 34 of page 2 and lines 3 to 5 of page 3), which describes extending call signaling and session description protocols of the session set-up phase, and exploiting the "classical" elements of existing call phases for the new purpose of building trust relationships. This claimed feature is supported by, for example, the paragraph bridging pages 7 and 8, which describes the concept of re-using existing protocols for session management (call signaling and session description protocols) as the underlying mechanisms for establishing trust relationships between session participants, and page 13, line 20 to page 14, line 9, which relates to a specific example embodiment of the invention in which the signaling protocol used in both message exchanges is a session initiation protocol.

Snelgrove is not concerned with which signaling protocol is used for the various stages in negotiating telecommunication resources. In particular, Snelgrove fails to

disclose in any way that the <u>same</u> signaling protocol is, or could be used in establishing a trust relationship as is to be used in respect of the establishment of a session description. This deficiency of Snelgove is not resolved by the cited secondary references (Zhang '638 or Koskinen '165) used in the rejections under 35 U.S.C. §103.

Snelgrove (alone or in combination with Zhang '638 or Koskinen '165) thus fails to appreciate the numerous advantages of the invention of claim 1. For example, using the same signaling protocol for the respective steps or "tasks" (i.e. "establishing the session" as well as "establishing trust relationships"), provides the advantages of minimizing and simplifying hardware requirements for the network required to perform the various steps in setting up a communications session. Using the same protocol for the two tasks guarantees that no party can start unless all trust relationships have been set up. It also removes an additional coordination problem inherent in procedures using different protocols for the different tasks (specifically, coordination between the protocol establishing trust relationships and that establishing the session) which is difficult to solve and requires further communication structures within each protocol, in turn making the overall system less robust to errors or misbehaviour. By using the same signaling protocol for both tasks, it is possible for the respective exchanges to be carried out within the same layer or layers as each other, and there is thus no need for additional interaction between systems responsible for interpreting different protocols within different layers as may be the case in situations where different protocols are used for the respective tasks.

Accordingly, Applicant respectfully requests that the rejections cited in the Office Action under 35 U.S.C. §102 and §103 be withdrawn.
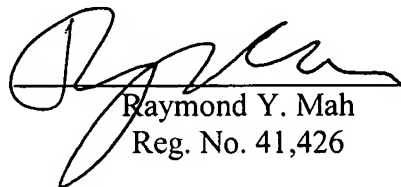
Conclusion:

Applicant believes that this entire application is in condition for allowance and respectfully requests a notice to this effect. If the Examiner has any questions or believes that an interview would further prosecution of this application, the Examiner is invited to telephone the undersigned.

Respectfully submitted,

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